



☐ Original Contract # \_\_\_\_\_  
☐ Amendment: \_\_\_\_\_  
Max. Contract \$ \_\_\_\_\_  
Contract Contact Person Gary Minetti  
Contact Phone (860) 550-6533  
Revised 09/30/05 (MSW-97poscov2)  
(For Internal Use Only)

**STATE OF CONNECTICUT  
HUMAN SERVICE CONTRACT  
PART I**

The State of Connecticut Department of Children and Families

Street: 505 Hudson Street

City: Hartford State: CT Zip: 06106

Tel#: 860 – 550-6300 herein after “the department”,

hereby enters into a contract with:

Contractor's Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel#: \_\_\_\_\_ FEIN/SS#: \_\_\_\_\_

hereinafter "the contractor", for the provision of services outlined herein.

1. This contract is in effect from    /    /    through    /    /    .
2. Contractor is a set aside contractor pursuant to § 32-9e of the Conn. Gen. Stat.: ☐ YES ☐ NO
3. The contractor shall perform the specific services as described in accordance with:

**PART II:** Contract terms required by the department, consisting of \_\_\_\_\_ pages, numbered consecutively beginning with page \_\_\_\_ ;

**PART III:** Specific terms for contract performance, statement of compensation and terms of payment, consisting of \_\_\_\_\_ pages, numbered consecutively beginning with page \_\_\_\_\_ and ending with the Acceptances and Approvals page, numbered \_\_\_\_\_

**Workforce Analysis:** The contractor has provided the Workforce Analysis affirmative action report, attached hereto and made a part hereof, related to employment practices and procedures.

4. **Statutory Authority:** The Department is authorized to enter into this contract pursuant to §17a-6 Connecticut General Statutes.

**5. Effective Date:** This contract shall become effective only as of the date of signature by the department's authorized official(s) and, where applicable, the date of approval by the Attorney General. Upon such execution, this contract shall be deemed effective for the entire term specified in Section 1, above. This contract may be amended pursuant to Section 6.

**6. Contract Revisions and Amendments:** (a) A formal contract amendment, in writing, shall not be effective until executed by both parties to the contract, and, where applicable, the Attorney General. Such amendments shall be required for extensions to the final date of the contract period and to terms and conditions specifically stated in Part II or Part III of this contract, including but not limited to revisions to the maximum contract payment, to the unit cost of service, to the contract's objectives, services, or plan, to due dates for reports, to completion of objectives or services, and to any other contract revisions determined material by the department.

(b) The contractor shall submit to the department in writing any proposed revision to the contract and the department shall notify the contractor of receipt of the proposed revision. Any proposal deemed material shall be executed pursuant to (a) of this section. The department may accept any proposal as a technical amendment and notify the contractor in writing of the same. A technical amendment shall be effective on the date approved by the department, unless expressly stated otherwise.

(c) No amendments may be made to a lapsed contract.

**7. Liaison:** Each party shall designate a liaison to facilitate a cooperative working relationship between the contractor and the department in the performance and administration of this contract.

**8. Cancellation and Recoupment:**

(a) This agreement shall remain in full force and effect for the entire term of the contract period specified in Section 1, above, unless either party provides written notice ninety (90) days or more from the date of termination, except that no cancellation by the contractor may be effective for failure to provide services for the agreed price or rate and cancellation by the department shall not be effective against services already rendered, so long as the services were rendered in compliance with the contract during the term of the contract.

(b) In the event the health or welfare of the service recipients is endangered, the department may cancel the contract and take any immediate action without notice it deems appropriate to protect the health and welfare of service recipients. The department shall notify the contractor of the specific reasons for taking such action in writing within five (5) business days of cancellation. Within five (5) business days of receipt of this notice, the contractor may request in writing a meeting with the commissioner of the department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the contractor shall be given an opportunity to present information on why the department's actions should be reversed or modified. Within five (5) business days of such meeting, the commissioner of the department shall notify the contractor in writing of his/her decision upholding, reversing or modifying the action of the department. This action of the commissioner shall be considered final.

(c) The department reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available.

(d) The department reserves the right to recoup any deposits, prior payment, advance payment or down payment made if the contract is terminated by either party. Allowable costs incurred to date of termination for operation or transition of program(s) under this contract shall not be subject to recoupment. The contractor agrees to return to the department any funds not expended in accordance with the terms and conditions of the contract and, if the contractor fails to do so upon demand, the department may recoup said funds from any future payments owing under this contract or any other contract between the state and the contractor.

**9. Transition after Termination or Expiration of Contract:** In the event that this contract is terminated for any reason except where the health and welfare of service recipients is endangered or if the department

does not offer the contractor a new contract for the same or similar service at the contract's expiration, the contractor will assist in the orderly transfer of clients served under this contract as required by the department and will assist in the orderly cessation of operations under this contract. Prior to incurring expenses related to the orderly transfer or continuation of services to service recipients beyond the terms of the contract, the department and the contractor agree to negotiate a termination amendment to the existing agreement to address current program components and expenses, anticipated expenses necessary for the orderly transfer of service recipients and changes to the current program to address service recipient needs. The contractual agreement may be amended as necessary to assure transition requirements are met during the term of this contract. If the transition cannot be concluded during this term, the department and the contractor may negotiate an amendment to extend the term of the current contract until the transition may be concluded.

**10. Contract Reduction:** The department reserves the right to reduce the contracted amount of compensation at any time in the event that: (1) the Governor or the Connecticut General Assembly rescinds, reallocates, or in any way reduces the total amount budgeted for the operation of the department during the fiscal year for which such funds are withheld; or (2) federal funding reductions result in reallocation of funds within the department.

The contractor and the department agree to negotiate on the implementation of the reduction within thirty (30) days of receipt of formal notification of intent to reduce the contracted amount of compensation from the department. If agreement on the implementation of the reduction is not reached within 30 calendar days of such formal notification and a contract amendment has not been executed, the department may terminate the contract sixty (60) days from receipt of such formal notification. The department will formally notify the contractor of the termination date.

**11. Choice of Law and Choice of Forum:** The contractor agrees to be bound by the law of the State of Connecticut and the federal government where applicable, and agrees that this contract shall be construed and interpreted in accordance with Connecticut law and federal law where applicable.

**12. Inspection of Work Performed:** The department or its authorized representative shall at all times have the right to enter into the contractor's premises, or such other places where duties under the contract are being performed, to inspect, to monitor or to evaluate the work being performed. The contractor and all subcontractors must provide all reasonable facilities and assistance for department representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The contractor shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this section shall be made available to the contractor.

**13. Safeguarding Client Information:** The department and the contractor agree to safeguard the use, publication and disclosure of information on all applicants for and all clients who receive service under this contract with all applicable federal and state law concerning confidentiality.

**14. Reporting of Client Abuse or Neglect:** The contractor shall comply with all reporting requirements relative to client abuse and neglect, including but not limited to requirements as specified in C.G.S. 17a-101 through 103, 19a-216, 46b-120 related to children; C.G.S. 46a-11b relative to persons with mental retardation and C.G.S. 17b-407 relative to elderly persons.

**15. Credits and Rights in Data:** Unless expressly waived in writing by the department, all documents, reports, and other publications for public distribution during or resulting from the performances of this contract shall include a statement acknowledging the financial support of the state and the department and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the contractor shall be the sole responsibility of the contractor and the contractor shall indemnify the department, unless the department or its agents co-authored said publication and said release is done with the prior written approval of the commissioner of the department. Any publication shall contain the following statement: "This publication does not express the views of the department or the State of

Connecticut. The views and opinions expressed are those of the authors." The contractor or any of its agents shall not copyright data and information obtained under the terms and conditions of this contract, unless expressly authorized in writing by the department. The department shall have the right to publish, duplicate, use and disclose all such data in any manner, and may authorize others to do so. The department may copyright any data without prior notice to the contractor. The contractor does not assume any responsibility for the use, publication or disclosure solely by the department of such data.

"Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including but not limited to all reports, surveys, plans, charts, recordings (video and/or sound), pictures, curricula, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

**16. Facility Standards and Licensing Compliance:** The contractor will comply with all applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

**17. Subcontracts:** For purposes of this clause subcontractors shall be defined as providers of direct human services. Vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program. The subcontractor's identity, services to be rendered and costs shall be detailed in PART II or III of this contract. Notwithstanding the execution of this contract prior to a specific subcontractor being identified or specific costs being set, no subcontractor may be used or expense under this contract incurred prior to identification of the subcontractor or inclusion of a detailed budget statement as to subcontractor expense, unless expressly provided in PART II or III of this contract. Identification of a subcontractor or budget costs for such subcontractor shall be deemed to be a technical amendment if consistent with the description of each contained in PART II or III of this contract. No subcontractor shall acquire any direct right of payment from the department by virtue of the provisions of this paragraph or any other paragraph of this contract. The use of subcontractors, as defined in this clause, shall not relieve the contractor of any responsibility or liability under this contract. The contractor shall make available copies of all subcontracts to the department upon request.

**18. Conflict of Interest:** At the department's election, it may require the Contractor to submit a copy of its most recent IRS Form 990 submitted to the Internal Revenue Service or such other information that the Department deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

**19. Prohibited Interest:** The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

**20. Default by the Contractor:** If the contractor defaults as to, or otherwise fails to comply with, any of the conditions of this contract the department may:

- a) withhold payments until the default is resolved to the satisfaction of the department
- b) temporarily or permanently discontinue services under the contract
- c) require that unexpended funds be returned to the department

- d) assign appropriate state personnel to execute the contract until such time as the contractual defaults have been corrected to the satisfaction of the department
- e) require that contract funding be used to enter into a sub-contract arrangement with a person or persons designated by the department in order to bring the program into contractual compliance
- f) terminate this contract
- g) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the state or the program(s) provided under this contract or both
- h) any combination of the above actions.

In addition to the rights and remedies granted to the department by this contract, the department shall have all other rights and remedies granted to it by law in the event of breach of or default by the contractor under the terms of this contract.

Prior to invoking any of the remedies for default specified in this paragraph except when the department deems the health or welfare of service recipients is endangered as specified in clause 8 of this agreement or has not met requirements as specified in clause 27, the department shall notify the contractor in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of this contract and proposed remedies. Within five (5) business days of receipt of this notice, the contractor shall correct any contractual defaults specified in the notice and submit written documentation of correction to the satisfaction of the department or request in writing a meeting with the commissioner of the department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the contractor shall be given an opportunity to respond to the department's notice of default and to present a plan of correction with applicable time frames. Within five (5) business days of such meeting, the commissioner of the department shall notify the contractor in writing of his/her response to the information provided including acceptance of the plan of correction and, if the commissioner finds continued contractual default for which a satisfactory plan of corrective action has not been presented, the specific remedy for default the department intends to invoke. This action of the commissioner shall be considered final.

If at any step in this process the contractor fails to comply with the procedure and, as applicable, the agreed upon plan of correction, the department may proceed with default remedies.

**21. Non-enforcement not to constitute waiver:** The failure of either party to insist upon strict performance of any terms or conditions of this agreement shall not be deemed a waiver of the term or condition or any remedy that each party has with respect to that term or condition nor shall it preclude a subsequent default by reason of the failure to perform.

**22. Suspension or Debarment:** Signature on contract certifies the contractor or any person (including subcontractors) involved in the administration of Federal or State funds:

- a) has not within a three year period preceding the agreement been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in performing a public transaction or contract (local, state or federal) or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property
- b) is not presently indicted for or otherwise criminally or civil charged by a governmental entity with commission of any of the above offenses
- c) has not within a three year period preceding this agreement had one or more public transactions terminated for cause or fault.

Any change in the above status shall be immediately reported to the department.

**23. Insurance:** The contractor will carry insurance, (liability, fidelity bonding or surety bonding and/or other), as specified in this agreement, during the term of this contract according to the nature of the work to be performed to "save harmless" the State of Connecticut from any claims, suits or demands that may be

asserted against it by reason of any act or omission of the contractor, subcontractor or employees in providing services hereunder, including but not limited to any claims or demands for malpractice. Certificates of such insurance shall be filed with the department prior to the performance of services.

**24. Record Keeping and Access:** The contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the state or, where applicable, federal agencies. The contractor shall retain all such records concerning this contract for a period of three (3) years after the completion and submission to the state of the contractor's annual financial audit.

**25. Audit Requirements:** The contractor shall provide for an annual financial audit acceptable to the department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

**26. Litigation:** The contractor shall provide written notice to the department of any litigation that relates to the services directly or indirectly financed under this contract or that has the potential to impair the ability of the contractor to fulfill the terms and conditions of this contract, including but not limited to financial, legal or any other situation which may prevent the contractor from meeting its obligations under the contract.

The contractor shall provide written notice to the department of any final decision by any tribunal or state or federal agency or court which is adverse to the contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the contractor or its employee or agent under the Americans with Disabilities Act of 1990, executive orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other provisions of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

**27. Delinquent Reports:** The contractor will submit required reports by the designated due dates as identified in this agreement. After notice to the contractor and an opportunity for a meeting with a department representative, the department reserves the right to withhold payments for services performed under this contract if the department has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this agreement or previous agreements for similar or equivalent services the contractor has entered into with the department.

**28. Lobbying:** The contractor agrees to abide by state and federal lobbying laws, and further specifically agrees not to include in any claim for reimbursement any expenditures associated with activities to influence, directly or indirectly, legislation pending before Congress, or the Connecticut General Assembly or any administrative or regulatory body unless otherwise required by this contract.

**29. Program Cancellation:** Where applicable, the cancellation or termination of any individual program or services under this contract will not, in and of itself, in any way affect the status of any other program or service in effect under this contract.

**30. Non-discrimination Regarding Sexual Orientation:** Unless otherwise provided by Conn. Gen. Stat. § 46a-81p, the contractor agrees to the following provisions required pursuant to § 4a-60a of the Conn. Gen. Stat.: (a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representatives of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding a notice to be provided by the commission on human rights and

opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to § 46a-56 of the Conn. Gen. Stat.; (4) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the contractor which relate to provisions of this section and § 46a-56 of the Conn. Gen. Stat.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with § 46a-56 of the Conn. Gen. Stat. provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

**31. Executive Orders Nos. 3, 7a, 16 & 17:**

**(a.) Executive Order No. 3: Nondiscrimination:**

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract.

The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

**(b.) Executive Order No. 7a: State Contracting Standards Board Termination for Cause**

This contract is subject to the provisions of Executive Order No. 7a of Governor M. Jodi Rell promulgated August 15, 2005. For cause, the State Contracting Standards Board may review and recommend termination of any contract or procurement agreement undertaken by any state contracting agency after providing fifteen days notice to the state contracting agency and the applicable contractor. Such action shall be accompanied by notice to the state contracting agency and any other affected party. For the purpose of this section, "for cause" means: (1) A violation of section 1-84, 1-86e or 4a-100 of the general statutes, as amended by this Order, or (2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

(c.) **Executive Order No. 7a: Disclosure**

The contractor will disclose to the agency head any items of value provided to employees for which full payment has not been made.

(d.) **Executive Order No. 16: Violence in the Workplace Prevention Policy:**

This contract is also subject to provisions of Executive Order No. Sixteen of Governor John J. Rowland promulgated August 4, 1999, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State for violation of or noncompliance with said Executive Order No. Sixteen.

The parties to this contract, as part of the consideration hereof, agree that:

1. The contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in Section 2 to follow.

2. Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article or substance that, under the circumstances, is capable of causing death or serious physical injury.

3. The Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.

4. The Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall require that all employees are aware of such work rules.

5. The Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions 1 through 4, above.

(c.) **Executive Order No. 17: Connecticut State Employment Service Listings:**

This contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract.

The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service

**32. Nondiscrimination and Affirmative Action Provisions in Contracts of the State and Political Subdivisions Other Than Municipalities:** The contractor agrees to comply with provisions of section 4a-60 of the Connecticut General Statutes (a) Every contract to which the state or any political subdivision of the



state other than that a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the commission of human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(b) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(c) Determinations of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative action advertising; recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provision shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

**33. Americans with Disabilities Act of 1990:** This clause applies to those contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 USCS §§ 12101-12189 and §§ 12201-12213) (Supp. 1993); 47 USCS §§ 225, 611 (Supp. 1993). During the term of the contract, the contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The contractor warrants that it will hold the state harmless from any liability which may be imposed upon the state as a result of any failure of the contractor to be in compliance with this Act.

Where applicable, the contractor agrees to abide by the provisions of section 504 of the federal Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

**34. Utilization of Minority Business Enterprises:** It is the policy of the state that minority business enterprises should have the maximum opportunity to participate in the performance of government contracts. The contractor agrees to use best efforts consistent with 45 C.F.R. 74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds; and §§ 13a-95a, 4a-60, to 4a-62, 4b-95(b), and 32-9e of the Conn. Gen. Stat. to carry out this policy in the award of any subcontracts.

**35. Priority Hiring:** Subject to the contractor's exclusive right to determine the qualifications for all employment positions, the contractor shall use its best efforts to ensure that it gives priority to hiring welfare recipients who are subject to time limited welfare and must find employment. The contractor and the department will work cooperatively to determine the number and types of positions to which this paragraph shall apply. The Department of Social Services regional office staff or staff of Department of Social Service contractors will undertake to counsel and screen an adequate number of appropriate candidates for positions targeted by the contractor as suitable for individuals in the time limited welfare program. The success of the contractor's efforts will be considered when awarding and evaluating contracts.

**36. Non-smoking:** If the contractor is an employer subject to the provisions of § 31-40q of the Conn. Gen. Stat., the contractor agrees to provide upon request the department with a copy of its written rules concerning smoking. Evidence of compliance with the provisions of section 31-40q of the Conn. Gen. Stat. must be received prior to contract approval by the department.

**37. HIPAA Requirements (NEW, revised effective 4/20/05)**

*NOTE: Numbering in this Section may not be consistent with the remainder of this contract as much of it is presented verbatim from the federal source.*

(a.) If the Contactor is a Business Associate under HIPAA, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

(b.) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the contract in accordance "with all applicable federal and state law regarding confidentiality, which includes but is not limited to the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and

(c.) The State of Connecticut Department named on page 1 of this Contract (hereinafter "**Department**") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and

(d.) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and

(e.) The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; and

(f.) The Contractor and the Department agree to the following in order to secure compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E:

## I DEFINITIONS

- A. **Business Associate.** "Business Associate" shall mean the Contractor.
- B. **Covered Entity.** "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Contract.
- C. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
- D. **Individual.** "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- E. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
- F. **Protected Health Information.** "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
- G. **Required by Law.** "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- H. **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- I. **More Stringent.** "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- J. **Section of Contract.** "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
- K. **Security Incident.** "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- L. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.

## II OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATES

- A. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- B. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- B1. Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- D. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- E. Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- F. Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- G. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- H. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received

by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

**I.** Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

**J.** Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with paragraph I of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

**K.** Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.

### **III PERMITTED USES AND DISCLOSURE BY BUSINESS ASSOCIATE**

**A. General Use and Disclosure Provisions** Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

**B. Specific Use and Disclosure Provisions<sup>1</sup>.** Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

**2.** Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

**3.** Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

### **IV OBLIGATIONS OF COVERED ENTITY**

**A.** Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

**B.** Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

**C.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

### **V PERMISSABLE REQUESTS BY COVERED ENTITY**

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

### **VI TERM AND TERMINATION**

**A. Term** The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

**B. Termination for Cause** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or

2. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or

3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**C. Effect of Termination**

1. Except as provided in paragraph (2) of this subsection C, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

## **VII MISCELLANEOUS HIPAA PROVISIONS**

**A. Regulatory References** A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.

**B. Amendment** The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

**C. Survival** The respective rights and obligations of Business Associate under Section VI, Subsection C of this Section of the Contract shall survive the termination of this Contract.

**D. Effect on Contract** Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the contract shall remain in force and effect.

**E. Construction** This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

**F. Disclaimer** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI pursuant to paragraph II D of this Section of the Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

**G. Indemnification** The Business Associate shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract.

☐ Original Contract # \_\_\_\_\_

☐ Amendment # \_\_\_\_\_  
(For Internal Use Only)

**ACCEPTANCES AND APPROVALS:**

**By the Contractor:**

\_\_\_\_\_  
Contractor (Corporate/Legal Name of Contractor)

\_\_\_\_\_  
Signature (Authorized Official) Date

**Documentation necessary to demonstrate the authorization to sign must be attached.**

\_\_\_\_\_  
(Typed Name of Authorized Official) Title

**By the Department:**

\_\_\_\_\_  
Department of Children and Families  
Department Name

\_\_\_\_\_  
Signature (Authorized Official) Date

\_\_\_\_\_  
(Typed Name of Authorized Official) Deputy Commissioner  
Title

**By the Office of the Attorney General:**

\_\_\_\_\_  
Attorney General (approved as to form) Date

( ) This contract does not require the signature of the Attorney General pursuant to an agreement between the department and the Office of the Attorney General, dated **June 27, 2005**

**The Contractor herein IS / IS NOT a Business Associate under HIPAA per Part I, Section 37 of this contract.**

\_\_\_\_\_  
**Authorized signatory for the contractor**

\_\_\_\_\_  
**(Typed name and title)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized signatory for DCF**

\_\_\_\_\_  
Rudy Brooks, Bureau Chief  
**(Typed name and title)**

\_\_\_\_\_  
**Date**